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# U.S. TRADE AND DEVELOPMENT AGENCY

## **PART I – THE SCHEDULE**

### **SECTION A – SOLICITATION/CONTRACT FORM**

U.S. Trade and Development Agency  
1000 Wilson Boulevard, Suite 1600  
Arlington, VA 22209-3901

Contact: Della Glenn (703) 875-4357; Facsimile (703) 875-4009 or Email to  
Contract@ustda.gov

OPENING DATE: November 17, 2005

CLOSING DATE: December 2, 2005

SUBJECT: Request for Proposal (RFP) Number USTDA-06-Q-51-006

TITLE: Advisory Assistance Services for the Latin America and Caribbean  
Region

The United States government, represented by the U.S. Trade and Development Agency (USTDA), is seeking proposals from U.S. Contractors interested in providing the services in the attached solicitation.

If you decide to submit a proposal, it must be received in accordance with the attached solicitation no later than 4:00 p.m., local time to the location indicated below:

Contracting Officer  
U.S. Trade and Development Agency  
1000 Wilson Boulevard, Suite 1600  
Arlington, VA 22209-3901

This solicitation does not obligate USTDA to award a contract or commits USTDA to pay any cost incurred in the preparation and submission of the proposal.

The competitive proposal method of solicitation, as set forth in part 15 of the Federal Acquisition regulation (FAR) 48 CFR Chapter 1, shall be utilized for this Procurement.

**END OF SECTION A**

## **SECTION B - SERVICES AND COSTS**

### **INTRODUCTION**

**This Contract is for Advisory and Assistance Services by non-governmental sources in accordance with Federal Acquisition Regulations Part 37 – Service Contracting.**

#### **B.1 Hourly Rates and Payment**

Payment to the Contractor for the performance of advisory and assistance services hereunder shall be as follows:

1. USTDA shall compensate the Contractor for each hour worked in performance of this contract. This contract does not provide payment for sick, holiday or vacation status.

Name of Individual	Hourly Rate	Estimated Labor Hours	Total Charge
_____	\$ _____	_____	\$ _____
Total Labor Hour Charge:			

2. USTDA's total obligation for payment of the Contractor's services shall not exceed the above total labor hour charge. Contractor may invoice bi-weekly for hours worked.

#### **B.2 Overtime Hourly Rates – Not Applicable**

The Contractor shall not work or be paid for any overtime. USTDA may compensate the contractor for up to 8 hours per day, in instances where administrative time off for holidays, or the day before or the day after a holiday is granted Agency-wide by the Director of the Agency.

#### **B.3 Contract Type – FAR 52.216-1 (APR 1984)**

USTDA contemplates award of a firm-fixed commercial services contract.

#### **B.4 Authorized Funding**

If at any time the Contractor has reason to believe that the costs to USTDA which will accrue in the performance of this Contract in the next succeeding thirty (30) days, when added to all other payments previously accrued, will exceed the current total authorized funding (Section G.4), the Contractor shall notify the COTR. The Contractor shall be under no obligation to perform any work hereunder, and the Government shall not be obligated to pay the Contractor for any work performed, which exceeds the authorized funding.

**END OF SECTION B**

## **SECTION C - TERMS OF REFERENCE**

**Title: “Advisory and Assistance Services by Non-Governmental Sources for the Latin America and Caribbean Region”**

### **C.1            Scope**

The U.S. Trade and Development Agency (USTDA) requests contractor support in its Latin America and Caribbean region. The Latin America and Caribbean region requires the assistance of a project analyst to support the Region’s program development and the management and administration of ongoing program activities in the region. The deliverable for this contract is a series of interim reports/documentation and a final report that summarizes the research, activities and recommendations mentioned below. A key component of the reports will be recommendations that enable the Regional staff to effectively manage projects and make determinations for follow-up activities, as appropriate, for existing projects in the portfolio. The objective is to provide day-to-day support needed by the region to successfully perform its ongoing program operations. The scope may include travel in the United States or overseas, as required by USTDA.

The Project Analyst would primarily assist in:

- C.1.1**            Assisting staff with project management and oversight of ongoing activities, including but not limited to:
  - Compile and maintain project management database
  - Review and verify invoice documentation
  - Assist with Orientation Visits and Technical Symposia
- C.1.2**            Performing research on economic and market trends in the Latin America and Caribbean Region;
- C.1.3**            Supporting preparation of project and agency documentation, including:
  - Action memoranda
  - Request for Proposals Packages for feasibility studies and technical assistance
  - Federal Business Opportunities announcements
- C.1.4**            Conducting country and industry research and due diligence on potential new projects;
- C.1.5**            Supporting staff in the evaluation of past and ongoing activities.
- C.1.6**            Provide deliverables, including a series of interim reports/documentation and a final report that summarizes the above research, activities and recommendations.

## **C.2 Deliverables**

The deliverables under this contract may take the form of information, advice, opinions, alternatives, analysis, evaluations, recommendations, reports, other oral or written work products, and day-to-day support needed for the successful performance of ongoing federal operations. The Contractor shall provide:

- C.2.1.** Oral updates to the Latin America and Caribbean region staff regarding the assigned projects;
- C.2.2.** Written reports and memoranda related to assignments, as described above;
- C.2.3.** At the conclusion of the assignment, the Project Analyst will prepare a report that provides recommendations on the management of ongoing projects in the Latin America and Caribbean region. The report will reflect the results of the tasks of project management and oversight of ongoing activities and may address issues such as kickoff meetings, post study briefings, invoicing procedures, grantee follow up, interim reporting, and preparations for post study evaluations.

**END OF SECTION C**

## **SECTION D - PACKING AND MARKING**

All documents shall be mailed or delivered to:

U.S. Trade and Development Agency  
1000 Wilson Boulevard  
Suite 1600  
Arlington, VA 22209-3901

All reports forwarded to USTDA shall include a description, title, Contractor's name, and date the report was issued.

**END OF SECTION D**

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 Inspection and Acceptance**

All services shall be subject to the Latin America and Caribbean Regional Program Office. All work will be inspected and accepted at USTDA's Office, located at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901.

### **E.2 Quality Assurance**

The Contractor's work performance and required documents shall be timely and both grammatically and factually correct in all respects.

**END OF SECTION E**

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 Period of Performance**

The period of performance of this contract is December 2005 through December 2006

### **F.2 Place of Performance**

Performance of this contract shall be on-site at USTDA's Office 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901 when necessary, at other locations in the United States, or in the designated Region.

**END OF SECTION F**

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 Agency Chief Contracting Officer (ACCO)**

The contract administration office:

U.S. Trade and Development Agency  
1000 Wilson Boulevard  
Suite 1600  
Arlington, VA 22209-3901

### **G.2 Cognizant USTDA Contracting Office Technical Representative (COTR)**

The COTR or “Program Officer” is Albert W. Angulo, Regional Director.

### **G.3 Payment Office**

Finance Office  
U.S. Trade and Development Agency  
1000 Wilson Boulevard  
Suite 1600  
Arlington, VA 22209-3901

### **G.4 Contract Funds Data**

Funds for this contract are chargeable as follows:

Appropriation No.  
Obligation No.  
USTDA Project No.  
Obligated Amount: NTE \$

### **G.5 Contractor Tax ID:**

### **G.6 Contractor DUNS:**

### **G.7 Contractor's Payment Address**

Payments shall be made to the Contractor by electronic funds transfer in accordance with a completed ACH Form on file in the USTDA Office.

### **G.8 Payment Terms**

The Contractor may be paid Biweekly upon USTDA’s acceptance and approval of Invoices for work satisfactorily completed.



## **G.9 Contractor Responsibility**

Notwithstanding the right of USTDA to review the Contractor's effort and progress, it is expressly understood that the Contractor is completely responsible for compliance with the provisions of this Contract and any review or approvals given by USTDA do not relieve the Contractor of this responsibility.

## **G.10 Contractor Invoices**

1. The Contractor shall submit Invoices for hours worked on a biweekly basis. The Invoice shall include the appropriation data as cited in G.4, number of hours worked, and hourly rate.
2. This is a labor hour contract, with a ceiling of \$46,000.00. The Contractor may invoice for hours worked on a biweekly basis. Hours worked are not to exceed 45 hours per week, without prior approval in writing from the cognizant USTDA Project Officer. This is a Labor Hour Contract and expenses are "unallowable".

## **G.11 Status Reviews/Contractor Progress**

The COTR shall conduct regular, informal briefing review with the Contractor to monitor progress. The objective of these reviews is to monitor Contractor performance and progress and to identify potential problems in sufficient time to permit corrective action.

## **G.12 Contractor Work Effort at USTDA Facility**

USTDA shall provide necessary working facilities, such as office space, furniture, equipment, and materials as is reasonably necessary for Contractor accomplishment of the work at no charge to the Contractor.

**END OF SECTION G**

## **SECTION H- SPECIAL CONTRACT REQUIREMENTS**

### **H.1 Technical Directions**

Performance of the work hereunder shall be subject to the technical direction of Albert W. Angulo, Regional Director or a designated COTR. As used herein, "technical directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general terms of reference.

### **H.2 Special Acquisition Requirements**

1. The Contractor rendering these nonpersonal services is not subject, either by the contract terms or by the manner of its administration to the supervision and control usually prevailing in relationships between the Government and its employees.

2. Under the terms of this contract, there is no apparent nor implied authority which allows the Contractor to bind the Government on any matter encountered in the course of performance of tasks required under the contract.

3. During the implementation of this contract, the functions being performed shall not be changed or expanded to become inherently governmental.

4. All Contractor personnel attending meetings, answering government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. Contractors must also ensure that all documents or reports produced are suitably marked as contractor products or that contractor participation is appropriately disclosed.

### **H.3 Modification Authority – FAR Clause 52.243-3 (SEP 2000)**

1. Changes and modifications to this contract may only be accomplished by the Contracting Officer in accordance with the clauses of this contract entitled “Changes—Time and Materials or Labor Hours.

2. Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (1) Accept non-conforming work;
- (2) Waive any requirement of this contract; or
- (3) Modify any term or condition of this contract.

#### **H.4 Compliance with Laws**

The Contractor agrees to comply with all federal, state, local laws, regulations, rules, and orders applicable to this contract.

#### **H.5 Contract Interpretation**

1. It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of USTDA, at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical or contractual provision hereof.

2. Any ambiguity, discrepancy, inconsistency or conflict in or between any of the technical or contractual provision hereof shall be resolved by applying the most reasonable interpretation under the circumstances, giving all full consideration to the intentions of the parties at the time of contracting.

#### **H.6 Taxes**

Unless otherwise provided herein, the price of the services includes all applicable federal, state and local taxes. USTDA shall provide Form 1099 annually. The Contractor has full responsibility for filing and maintaining tax records.

#### **H.7 Security Issue**

**H.7.1** The Contractor shall comply with all pertinent USTDA security regulations.

**H.7.2** The Contractor shall complete the appropriate forms acquired from USTDA, to obtain a security clearance at the “Secret Level”. USTDA reserves the right to terminate this contract, if for any reason, the Contractor cannot obtain a security clearance. At the very least, an interim clearance must be obtained within 90 days.

**H.7.3** The Contractor shall ensure that Government owned equipment and materials issued to the Contractor are returned as follows:

- Upon completion of the need thereof
- At the request of the U.S. Trade and Development Agency

#### **H.8 Patent, Indemnity, General Indemnity**

Contractor agrees to defend and hold harmless USTDA, from all loss or damage by reason of any and all actions or proceedings charging infringement of any patent, trademark or copyright by reason of sale or use of any services furnished hereunder by the Contractor. The Contractor agrees to indemnify and hold USTDA harmless from all loss, costs or damages arising out of the negligent acts and/or omissions of the Contractor.

## **H.9 Independent Contractor**

In conduct of the work hereunder, the Contractor is acting in the capacity of an independent contractor and is not an agent or employee of USTDA. USTDA, however, shall have the right to give general direction of the work and the right to specify the work scope procedures within the limitations of the technical requirements hereof.

## **H.10 Insurance**

The Contractor shall insure as he/she deems necessary. USTDA has no obligation to provide insurance of any kind.

## **H.11 Insolvency**

USTDA reserves the right to cancel this contract, by written notice to the Contractor.

## **H.12 USTDA Furnished Property**

If USTDA property is furnished to the Contractor at any time during the term of the contract, the Contractor assumes the risk of and shall be responsible for any loss thereof or damage thereto. The Contractor shall return such property/information to USTDA in the condition in which it was received except for reasonable wear.

## **H.13 Performance Standard**

The performance standard required is: to provide a timely report of findings, progress reports, and other deliverables that are grammatically and factually correct in all respects.

## **H.14 Option to Extend the Term of the Contract – FAR 52.217-9 (MAR 2000)**

The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

**END OF SECTION H**

## **PART II - CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

## **PART II - CLAUSES**

### **SECTION I – CONTRACT CLAUSES**

#### **I.1. Clauses Incorporated by Reference – FAR 52.252-2 (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

[www.arnet.gov/far](http://www.arnet.gov/far).

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

#### **CLAUSES**

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.212-4	Contract Terms and Conditions – Commercial Items	OCT 2003
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

#### **I2. Clauses Incorporated In Full Text**

52.212-5 Alt I 2005	Contract Terms and Conditions Required to Implement Statutes or Executives Orders – Commercial Items	APR
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#### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.**

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE  
ORDERS—COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)

(Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (Mar 1999) of 52.219-5.

\_\_\_ (iii) Alternate II (June 2003) of 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.



(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I (Feb 2000).* As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

## **END OF SECTION I**

## **SECTION J – ATTACHMENTS**

### **1. CONTRACTOR BIOGRAPHICAL DATA**

**You must submit current contact information for at least two references who can comment on your academic background and/or past work experience. In addition, the contractor shall provide a completed Contractor Employee Biographical Data Sheet, (available at [www.ustda.gov](http://www.ustda.gov)).**

**END OF SECTION J**

## **PART III**

### **SECTION K - REPRESENTATIONS, CERTIFICATES, AND OTHER STATEMENTS OF OFFERORS**

#### **52.212-3 Offeror Representations and Certifications – Commercial Items MAR 2005**

As prescribed in 12.301(b)(2), insert the following provision:

##### **OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2005)**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;  
Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;  
Partnership;  
Corporate entity (not tax-exempt);  
Corporate entity (tax-exempt);  
Government entity (Federal, State, or local);  
Foreign government;  
International organization per 26 CFR 1.6049-4;  
Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;  
Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business

concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

**Number of Employees      Average Annual Gross Revenues**

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end



product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.
_____
_____

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[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such

products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products*.

**Listed End Product    Listed Countries of Origin**

_____	_____
_____	_____

(2) *Certification*. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of provision)

Note: Vendors should pay close attention to FAR 4.1201 before completing the above representation and certification. All representations and certifications are to be completed online and vendors will not have to complete this form for submission to USTDA unless information has changed since data entry posted on ORCA.

**END OF SECTION K**

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 Technical**

**L.1.1 Resume.** The Offeror shall submit a resume that details the Offeror's qualifications.

**L.1.2 Personal Narrative Statement.** This narrative shall not exceed 3 double spaced pages.

### **Technical Proposal - SEND ORIGINAL AND ONE COPY ONLY**

**L.2** The Technical Proposal will be comprised of the following:

Presentation of technical merit: The offeror will submit a document that describes her/his prior work experience, foreign language skills, computer skills. This information should include 1) a resume; and 2) a personal narrative statement that describes the candidate's qualifications for this work and that clearly explains how her/his education and/or work experience and language and computer skills are relevant to this assignment. This statement will be used by USTDA to evaluate writing and analytical ability as well as interest in the position. Be sure to discuss any education, experience or qualifications in international trade issues related to Latin America and the Caribbean and the relevant language skills. Also, discuss your availability/timeframe to start to work. Presentation of technical merit should not exceed (3) pages.

**L.2.1 Reference Information.** The Offeror shall submit one letter of reference from anyone the Offeror has worked for, other than USTDA or provide the name, address and phone number of two individuals who can provide character and personal references. All reference contact information must be current; therefore, the Offeror shall confirm and verify the data submitted.

**L.2.2 Biographical Data.** The Offeror shall complete and submit the enclosed contractor biographical data sheet (See Section J).

Responses must be written in English and printed on standard 8 1/2" x 11" paper. Each page should be numbered consecutively.

### **L.2.3 Minimum Qualifications**

USTDA will engage a contractor demonstrating the following minimum qualifications:

- **Undergraduate college degree.**
- **Proficiency in Spanish.**

**L.3 Cost Proposal**

**L.3.1** As part of the cost/business section of the proposal, the Offeror shall submit Standard Form 33, "Solicitation, Offer and Award".

**L.3.2** Hourly Billing Rate.

**L.3.3** Certifications. All certification documents in Section K must be completed and submitted as part of Offeror's Cost/Business Section.

This procurement is in accordance with Federal Acquisition Regulations Part 15 and small purchase cost limitation for Part 13.

**Telegraphic/facsimile proposals will not be accepted without prior approval from the Contracting Officer.**

**END OF SECTION L**

## **SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1** Information relevant to the cited criteria must be presented in accordance with the proposal instructions. Consideration for contract award will be limited to those Offerors that are fully compliant with Section L.

### **M.3 Evaluation Factors**

#### **M.3.1 Relevant Education and Experience – 50 Points**

Presentation of how education and prior experience relates to the scope of work as outlined in Section C. The proposed contractor will be evaluated on the breadth and depth of his/her education and/or experience in performing work similar to that as outlined in this solicitation and availability to complete the assignment in a timely manner.

#### **M.3.2 Communication Skills – Narrative/Personal Statement – 30 Points**

The personal statement shall be used by USTDA to evaluate writing and analytical abilities.

#### **M.3.3 Relevant Language Skills – 15 Points**

Description of the level of proficiency in the Spanish language, including any coursework/training and practical application of these skills. If applicable, also include description of level of proficiency in the Portuguese language.

#### **M.3.4 Computer Skills – 5 Points**

Description of the knowledge and ability related to computer skills.

#### **Total Points – 100**

While cost is secondary to technical, it will be a factor in the award decision. Award may not necessarily be made to that Offeror submitting the lowest cost proposal. Also, award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

### **M.4 Evaluation Summary**

1. Offerors should note that these criteria: (a) serve as the standard against which all technical proposals will be evaluated; (b) serve to identify the significant matters which Offerors should address in their technical proposals; and (c) will constitute 100% of the total technical evaluation criteria.

2. The Government may: (1) reject any or all offers if such action is in the public interest; (2) accept other than the lowest offer. The Government may award a contract on the basis of initial offers received, without discussions.

3. Award may be made without further negotiations. Proposal should be submitted initially in the most favorable terms, from a price and technical standpoint, which the Offeror can submit to the Government. However, the Government may, after evaluation of proposals, conduct further oral or written discussion as appropriate, with all Offerors whose proposal are within a competitive range.

4. USTDA reserves the right to conduct in person or telephone interview(s) if deemed necessary.

## **END OF SECTION M**